You must read carefully and accept all of the terms and conditions contained in this Cisco Community Acceptable Use Agreement ("Agreement") before you may access the Community. By checking the box stating "I agree to these terms and conditions" and by clicking the "continue" button at the end of this agreement, you agree to the terms and conditions below, and are binding yourself and the business entity that you represent (collectively, "you" or "user") to this agreement with Cisco Systems, Inc ("we" or "cisco"). If you do not accept all or any part of this agreement, click "cancel and logout"; and you may contact your Cisco representative with any questions or concerns.

1. Background. The Cisco Community is a web site ("Site") developed by Cisco to enable social networking opportunities, support discussion forums, chat, electronic messaging, survey tools, blogs, wikis and other collaborative tools that Cisco elects to make available in its discretion (collectively, the "Services") for users of the Site. These Services allow users to create personal profiles (each, a "Profile") that can be searched and viewed by other users. Cisco may modify, enhance, restrict or terminate the Services in its discretion at any time and without notice; and following any termination, you may be unable to access any material you may have previously provided.

You are solely responsible for your content or other information you distribute, post, include, link to or otherwise upload to the Site. You agree that Cisco is only acting as a venue and that Cisco has no liability related to the content of any forum or wiki posting or any other user-created content on its Site, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. By its very nature, the information available in the Site and related forums and wikis is changed frequently, may be offensive, harmful or inaccurate and in some cases may be mislabeled or deceptively labeled. We do not make any representation or warranty, express or implied, as to the accuracy, timeliness or completeness of such information nor do we undertake to update or correct such information. Use of such information is at your own risk. No reliance should be made by you on such information, and no warranty claim may be made against Cisco based upon the information contained on the Site. We recommend that you independently confirm all information you obtain from the Site.

2. Rules and Regulations. This Agreement sets forth the legally binding terms for the Site and the Services. This Agreement covers all of your visits to the Site and any use of the Services. If you stop visiting the Site or stop using the Services, this Agreement remains in effect.

(a) Amendments and Additional Terms. Cisco may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Cisco will exercise commercially reasonable efforts to provide notice to you of any material changes to the Agreement. Within three (3) business days of posting changes to the Agreement, they will be binding upon you. If you do not agree with the changes, you should discontinue using the Site or any Services. If you continue using the Site or Services after such three (3) business day period, you will have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you
are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

(b) Posting Content. Much of the information on the Site is posted by third party users. Please choose carefully the information you post, either in a Profile or elsewhere on the Site. The following is a partial list of what you are prohibited from posting:

- Customer information including but not limited to content such as other users' personally identifiable information, installed applications, log in credentials and/or passwords, network inventory, network diagram from networks in production environments, configuration dump, virtual images of network, network reports, and field notices and/or security vulnerabilities which may impact a customer.

- Anything unlawful, libelous, threatening, obscene, discriminatory or otherwise objectionable in Cisco's sole discretion;

- Content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise objectionable;

- Information prohibited from disclosure under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- Content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone, or other information or content that you do not have the right to disclose;

- Any information or data that misrepresents the identity, characteristics or qualifications of you or any other person, including but not limited to the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;

- Any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes" or any similar form of solicitation. This prohibition includes but is not limited to using invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (ii) using the Services to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (iii) sending messages to distribution lists, newsgroup aliases, or group aliases for purposes of spamming;

- Any virus, malware or other harmful code;

- Anything that disrupts or interferes with the Services;

- Any other content that, in Cisco’s sole discretion, undermines the purpose of the Site or otherwise reflects unfavorably upon Cisco, its partners, affiliates or customers.

Be advised that other users of the Site may violate one or more of the above prohibitions; but Cisco assumes no responsibility or liability. If you become aware of misuse of the Site or Services by any person, please contact cisco-community@external.cisco.com. Cisco may investigate any complaints and violations that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or Profiles. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will Cisco be liable in any way for any data or other content on the Site, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content on the
Site. If at any time you are not happy with the Site or the Services or object to any material on the Site, your sole remedy is to cease using the Site or the Services.

(c) Monitoring. Nothing in this Agreement shall require Cisco to monitor or edit the Site for objectionable or infringing materials. If at any time Cisco chooses, in its sole discretion, to monitor or edit the Site, Cisco nonetheless assumes no responsibility for anything submitted by users, no obligation to modify or remove any inappropriate materials or information and no responsibility for the conduct of any user. Cisco does not endorse and has no control over what users post or submit to the Site. Cisco reserves the right, in its sole discretion, to reject, refuse to post or remove any Profile, posting or other data, or to restrict, suspend, or terminate any user’s access to all or any part of the Site or Services at any time, for any or no reason, with or without prior notice, and without liability. You agree that Cisco has no liability whatsoever if Cisco refuses to post your submissions or edits, restricts or removes your submissions.

(d) Laws and Reporting. You may not use the Site or Services in any manner inconsistent with applicable law or for any illegal purpose, including but not limited to conspiring to violate laws or regulations. Recognizing the global nature of the Internet, you also agree to comply with applicable local rules or codes of conduct (including codes imposed by your employer) regarding online behavior and acceptable content. Additionally, you agree to comply with applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Cisco reserves the right to investigate and take appropriate action against anyone who, in Cisco’s sole discretion, is suspected of violating this provision, including without limitation, reporting you to law enforcement authorities. Use of the Services is void where prohibited.

3. Eligibility. The Site and the Services are not available to minors under the age of 18 or to any users suspended or removed from the system by Cisco for any reason. Your Profile may be deleted and your access may be terminated without warning if we believe that you are underage.

4. Password(s). You are entirely responsible for maintaining the confidentiality of your password(s). You agree not to use the username or password of another user at any time or to disclose your password to any third party. You agree to notify Cisco immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your login information (username and/or password).

5. Transfers/Competitive Use. You may not trade, sell or otherwise transfer your account to any other person without Cisco’s written consent. You may not use the Site or the Services to advertise, promote, endorse or market, directly or indirectly, any products, services, solutions or other technologies that, in Cisco’s sole and absolute discretion, compete with the products, services, solutions or technologies of Cisco.

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11. **Indemnity.** You agree to defend, indemnify and hold Cisco, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, made by party arising out of or related to: (a) your use of the Services or the Site; (b) your breach of this Agreement; or (c) your Content.

12. **Limitation on Liability.** EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL CISCO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT DAMAGES, COSTS OF REPLACEMENT GOODS OR LOSS OF OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR SERVICES, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CISCO'S LIABILITY TO YOU FOR ANY CAUSE(S) WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE THOUSAND DOLLARS (USD $1,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN KINDS OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. **Disputes.** If there is any dispute about or in any way involving the Site or the Services, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions; and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of San Jose.

14. **Costs and Fees.** Access to the Site and Services are provided at no charge to User; and User shall be solely responsible for any costs and expenses it incurs because of the Site or the Services. You acknowledge and agree that Cisco may later require you and other users to pay a fee to continue to use the Services or the Site.
15. **Trademarks.** The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Cisco or other third parties. You acknowledge and agree that you have no rights, title, or interest in or to the Marks and that you will not adopt, use, or attempt to register the Marks or any confusingly similar mark. Users receive no license to and are not permitted to use these Marks. Use of the Site and Services is also subject to Cisco's Trademark Policy posted at [http://www.cisco.com/web/siteassets/legal/trademark.html](http://www.cisco.com/web/siteassets/legal/trademark.html).

16. **General.** This Agreement constitutes the entire agreement between you and Cisco regarding the use of the Services and the Site. The failure of Cisco to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.